

Purchase Change Request



Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order #
MU20DINING

FY 21	Buyer MW	Date 12/15/2020	Account Various	P.O. Date 3/1/2019	Contract MU20DINING
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement	Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. Sodexo America LLC 9801 Washingtonian Blvd Gaithersburg, MD 20878 Ph# 301-981-4000 Fax	Vendor Code FEIN# 522208632	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # <u>7</u> To add Amendment # 4 dated November 5, 2020 according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders. Effective: March 1, 2020 - August 31, 2020		

Reason for Change: To add Amendment # 4	Previous Total	\$ Open End
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ Open End

Approved: Michelle Wheeler 12/15/2020
 Authorized Signature _____ Date _____

N/A
 Attorney General if required _____ Date _____

AMENDMENT #4

MARSHALL UNIVERSITY

AND

SODEXO AMERICA, LLC

THIS AMENDMENT #4, dated November 5, 2020, is between MARSHALL UNIVERSITY ("University") and SODEXO AMERICA, LLC ("Vendor").

WITNESSETH:

WHEREAS, University and Vendor entered into that certain Contract # MU20DINING effective August 16, 2019, as amended ("Agreement"), whereby Vendor manages and operates the University's Food Services operation in Huntington, West Virginia;

WHEREAS, University and Vendor have agreed to temporarily modify the financial terms of the Agreement to address changes reasonably required by the overall impact of COVID-19 by converting the Food Service currently under a profit and loss financial model to a management fee arrangement with University reimbursing Operating Expenses incurred for the services and paying Vendor a fee;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Commencing March 1, 2020 and continuing through August 31, 2020, the financial terms associated with the board rates shall cease and the following financial arrangements shall be in effect:
 - A. Vendor shall continue to collect and deposit or remit all sales from the Food Service as detailed in the Agreement. University shall pay Vendor for all Operating Expenses in connection with the Food Service.
 - B. Operating Expenses shall include all costs, Charges and expenses incurred in connection with the Food Service including, but not limited to, the following:
 1. The amounts invoiced by Vendor to University for goods and services procured for resale to University in connection with the Food Service including the invoiced amounts to Vendor for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services;
 2. Vendor's labor expenses, including salaries (and bonuses, if any), wages, taxes, health benefits, relocation expenses, payroll processing, retirement plans, and the cost of administering such plans and services; and
 3. All other costs, charges and expenses, including, but not limited to, amortization of any Investment(s), charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the premises, other insurance related to the Food Services, taxes

associated with the operation of the Food Service and other items and contracted services purchased on behalf of the Food Service.

C. University shall pay Vendor a "Management Fee" equal to Zero Dollars (\$0.00) per week, prorated for any partial week.

D. Many of Vendor's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Vendor based on Vendor's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by Vendor.

2. Any funds, commissions, profit share or other financial benefits payable by Vendor to University or made available by Vendor to University under the Agreement shall cease until the parties mutually agree to resume such benefits.

3. The invoicing and payment terms shall remain unchanged.

4. This Amendment #4 is effective March 1, 2020, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

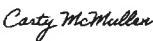
IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment #4, as of the date indicated in the first paragraph of this Amendment #4.

MARSHALL UNIVERSITY

By: 
Brandi Jacobs-Jones
Senior Vice President for Operations and Chief of Staff

Date: *Nov. 20, 2020*

SODEXO AMERICA, LLC

By: 
Carty McMullen
Senior Vice President
Universities North America, East

Date: Nov 18, 2020